

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS LOCAL 107**

and

**Cases 04-CB-084647
04-CB-090533
04-CB-092643
04-CC-082835**

**EUREKA STONE QUARRY, INC. d/b/a
JDM MATERIALS COMPANY**

DECISION AND ORDER

Statement of the Cases

On January 16, 2013, Eureka Stone Quarry, Inc. d/b/a JDM Materials Company (JDM) (the Charging Party), International Brotherhood of Teamsters Local 107 (the Respondent), and the Acting General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act, as amended, and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following:

Findings of Fact

1. The Employer's business

Eureka Stone Quarry, Inc. d/b/a JDM Materials Company is a Pennsylvania corporation with facilities in Huntingdon Valley and Langhorne, Pennsylvania and a plant on Bartram Avenue in Philadelphia, Pennsylvania, and is a ready-mix concrete supplier in the construction industry.

In conducting its business operations at the Huntingdon Valley facility during the past year, and on an annual basis, JDM has purchased and received at the facility goods valued in excess of \$50,000 directly from points outside the Commonwealth of Pennsylvania.

JDM is now, and has been at all material times, an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The labor organization involved

International Brotherhood of Teamsters Local 107 is a labor organization within the meaning of Section 2(5) of the Act.

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board orders that:

The Respondent, International Brotherhood of Teamsters Local 107, Philadelphia, Pennsylvania, its officers, agents and representatives shall:

1. Cease and desist from:

(a) Restraining or coercing employees of Eureka Stone Quarry, Inc. d/b/a JDM Materials Company (JDM), or any other employer, in the exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as amended, by:

- (i) Blocking or otherwise preventing employees or vehicles from entering or leaving jobsites or facilities of JDM or any other employer.
- (ii) Hitting vehicles attempting to cross picket lines.
- (iii) Spitting on vehicles attempting to cross picket lines.
- (iv) Placing objects in front of vehicle windows in order to interfere with and obstruct the vision of drivers entering or leaving jobsites.
- (v) Attempting to remove employees from vehicles by force.
- (vi) Causing damage to vehicles through the use of nails or other implements.
- (vii) Threatening to inflict bodily harm upon employees attempting to make deliveries.

- (viii) Physically assaulting employees.
- (ix) Preventing employees from delivering to jobsites concrete or other materials produced by JDM or any other employer.

(b) In any like or related manner restraining or coercing employees in the exercise of their right to self-organization, to form labor organizations, to join or assist the Respondent or any other labor organization, or to refrain from any and all such activities.

(c) Engaging in, or inducing or encouraging any individual employed by D'Andrea Brothers Concrete Company, Inc., Molly Construction, Inc., or any other person engaged in commerce or in an industry affecting commerce, to engage in a strike or a refusal in the course of his employment to use, manufacture, process, transport, or otherwise handle or work on any goods, articles, materials, or commodities, or to perform any services, or threatening, coercing, or restraining D'Andrea Brothers Concrete Company, Inc., Molly Construction, Inc., or any other person engaged in commerce or in an industry affecting commerce, where, in either case, an object thereof is to force or require D'Andrea Brothers Concrete Company, Inc., Molly Construction, Inc., or any person, to cease using, selling, handling transporting, or otherwise dealing in the products of JDM, or to cease doing business with JDM.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Within 14 days of service by the Region, post at its business office in Philadelphia, PA copies of the attached Notice marked "Appendix A." Copies of the Notice, on forms provided by Region 4, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and be maintained for 60 consecutive days in conspicuous places, including all places where notices to employees and members are customarily posted. In addition to physical posting of paper notices, the Respondent shall distribute such notices electronically, by email, posting on an intranet or internet site, and/or other electronic means, if the Respondent customarily communicates with employees and members by such means. Further, if the Respondent maintains bulletin boards at the facilities of the Employers where the alleged unfair labor practices occurred, the Respondent shall also post Notices on each such bulletin board during the posting period. The Respondent will take reasonable steps to ensure that the Notices are not altered, defaced, or covered by any other material.

(b) Mail to the Regional Director for Region 4 signed copies of the said notice for posting, if JDM is willing, at its facilities in the places where notices to employees are customarily posted. Copies of said notice, on forms provided by the Regional Director for Region 4, after having been signed by the Respondent's authorized representative, shall be forthwith returned to the Regional Director for such posting by JDM.

(c) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps the Respondent has taken to comply.

Dated, Washington, D.C. February 25, 2013

Mark Gaston Pearce, Chairman

Richard F. Griffin, Jr., Member

Sharon Block, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

APPENDIX A

NOTICE TO EMPLOYEES AND MEMBERS

**Posted by Order of the
National Labor Relations Board
An Agency of the United States Government**

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A
CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF
APPEALS

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union;
Choose a representative to bargain with your employer on your behalf;
Act together with other employees for your benefit and protection;
Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT block or prevent employees or vehicles from entering and leaving jobsites or facilities of Eureka Stone Quarry, Inc. d/b/a JDM Materials Company (JDM), or any other employer.

WE WILL NOT hit vehicles crossing through picket lines.

WE WILL NOT spit on vehicles crossing through picket lines.

WE WILL NOT place objects in front of vehicle windows to interfere with and obstruct the vision of drivers entering or leaving jobsites.

WE WILL NOT attempt to remove employees from vehicles by force.

WE WILL NOT cause damage to vehicles through the use of nails or other implements.

WE WILL NOT threaten to inflict bodily harm upon employees.

WE WILL NOT physically assault employees.

WE WILL NOT prevent employees from delivering to jobsites concrete or other materials produced by JDM or any other employer.

WE WILL NOT, in any like or related manner, restrain or coerce employees in the exercise of their rights guaranteed to them in Section 7 of the National Labor Relations Act. Some of those rights are described above.

WE WILL NOT engage in, or induce or encourage any individual employed by D'Andrea Brothers Concrete Co., Inc., Molly Construction, Inc. or by any other person engaged in commerce or in an industry affecting commerce, to engage in a strike or refusal in the course of his or her employment to use, manufacture, process, transport, or otherwise handle or work on any goods, articles, materials, or commodities or to perform any services, and WE WILL NOT threaten, coerce or restrain D'Andrea Brothers Concrete Co., Inc., Molly Construction, Inc. or any other person engaged in commerce or in an industry affecting commerce, where, in either case, an object thereof is to force or require D'Andrea Brothers Concrete Co., Inc., Molly Construction, Inc. or any other person to cease using, selling, handling, transporting or otherwise dealing in the products of Eureka Stone Quarry, Inc. d/b/a JDM Materials Company (JDM), or to cease doing business with JDM.

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS LOCAL 107

(Labor Organization)